



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 13, 2007

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INSTALLATION OF CATCH BASIN TRASH EXCLUDERS IN THE CITIES OF
HERMOSA BEACH, INGLEWOOD, MANHATTAN BEACH, RANCHO PALOS
VERDES, SANTA MONICA, AND WEST HOLLYWOOD
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT-
CITY COOPERATIVE AGREEMENTS
SUPERVISORIAL DISTRICTS 2, 3, AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chairman of the Board to sign the six enclosed Agreements between the Los Angeles County Flood Control District and each of the following Cities: Hermosa Beach, Inglewood, Manhattan Beach, Rancho Palos Verdes, Santa Monica, and West Hollywood. The Agreements provide for the County to install catch basin trash excluders within each City, and for the Cities to accept the ownership of the trash excluders in City-owned catch basins and to perform the future maintenance and operation activities at City expense. The Los Angeles County Flood Control District will finance all installation costs, currently estimated to be \$1,640,000. The California State Water Resources Control Board will contribute \$1,000,000 toward the cost of the project under the Proposition 50 Grant Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board, on January 10, 2006, Item 46, approved the acceptance of a \$1,000,000 grant from the California State Water Resources Control Board for the design and construction of trash excluders in the Santa Monica Bay Watershed.

Public Works, on behalf of the Los Angeles County Flood Control District, is proceeding with a project to install trash excluders in both City and District-owned catch basins in the Cities of Hermosa Beach, Inglewood, Manhattan Beach, Rancho Palos Verdes, Santa Monica, and West Hollywood. The trash excluders will reduce the amount of trash entering storm drains within each of these Cities in the Santa Monica Bay Watershed. The trash excluders will be installed on the catch basins that historically collect large amounts of trash. The Los Angeles County Flood Control District will finance the balance of the installation cost in excess of the grant funds, currently estimated to be \$640,000.

The trash excluders are currently being installed and the work is scheduled to be completed in April 2007. Your Board's approval of the enclosed Agreements is necessary for the delegation of maintenance responsibilities for the trash excluders following installation.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since it will reduce the amount of trash entering municipal storm drains and improve water quality in the streams and ocean.

FISCAL IMPACT/FINANCING

The cost to install the trash excluders in these six Cities is currently estimated to be \$1,640,000. Funds were included in the Fiscal Year 2005-06 Flood Control District Fund Budget for the installation contract. Reimbursement of \$1,000,000 will be received from the California State Water Resources Control Board under the Proposition 50 Grant Program. The recommended action will have no fiscal impact on the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements provide for the County to install catch basin trash excluders within each City, and for the Cities to accept the ownership of the trash excluders in City-

The Honorable Board of Supervisors
February 13, 2007
Page 3

owned catch basins and to perform the future maintenance and operation activities at City expense. The Agreements have been reviewed and approved as to form by County Counsel and have been executed by the Cities.

ENVIRONMENTAL DOCUMENTATION

On January 10, 2006, Item 46, your Board found this project to be categorically exempt under the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This installation of catch basin excluders will not impact current services or projects.

CONCLUSION

Enclosed are three originals of each Agreement, which have been executed by the Cities and approved as to form by County Counsel. Upon approval, please return two fully executed originals of each Agreement along with one adopted copy of this letter to Public Works for further processing. The Agreements labeled "COUNTY ORIGINAL" are to be retained for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

RG:yr

C070614

P:\pdpubl\Flood\PROJECTS\Santa Monica Bay Watershed Trash Excluders (Prop. 50)\Agmt & Board Letter\BL to Execute Agmts.doc

Enc. 6

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF HERMOSA BEACH, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles, (hereinafter referred to as COUNTY) and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 34 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 34 DISTRICT-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$95,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$30,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location map showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertisement of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$95,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location map and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location map and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.
- e. TRASH EXCLUDERS, as referred to in this AGREEMENT, shall consist of any device placed at the opening of a catch basin along the curb, which partially blocks the opening to prevent most trash from entering the storm drain system.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDERS suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for the 34 DISTRICT-owned catch basins, at no cost to the DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easements that are necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, to accept ownership of TRASH EXCLUDERS and to operate and maintain TRASH EXCLUDERS, including all associated costs and liabilities, in perpetuity. CITY'S operation and maintenance shall include, without limitation, the following:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- h. To authorize and direct the City Engineer and/or Director of Public Works to sign the attached acceptance form, Exhibit A.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$95,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.
- f. To be and remain responsible for operation and maintenance of DISTRICT catch basin before, during, and after construction of PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location map and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY'S inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 34342 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of March 12, 1979, and currently in effect, are inapplicable to this AGREEMENT.
- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Richard Morgan
Director of Public Works
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3884

DISTRICT:

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HERMOSA BEACH on December 12, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

CITY OF HERMOSA BEACH

By [Signature]
Mayor

ATTEST:

By [Signature]
City Clerk

By [Signature]
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF INGLEWOOD, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as "DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 139 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 139 CITY-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$380,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$115,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when

necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$380,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDER suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. To be and to remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT which includes but is not limited to, patrol and relieve plugging, especially during storms.
- h. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and

- k. causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$380,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall

work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 33195 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of September 28, 1978, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- [illegible]

**City Administrator
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301**

DISTRICT:

6 of 7

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF INGLEWOOD on December 5, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF INGLEWOOD

By _____
Mayor

ATTEST:

By: _____
City Clerk

By _____
City Attorney

**APPROVED AS TO FORM
INGLEWOOD CITY ATTORNEY**

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MANHATTAN BEACH, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles, (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 5 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 5 CITY-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$15,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$5,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when

necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$15,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDER suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. To be and to remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT which includes but is not limited to, patrol and relieve plugging, especially during storms.
- h. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$15,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not

issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32068 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of March 22, 1978, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- [illegible]

Mr. Neil Miller
Director of Public Works
City of Manhattan Beach
Attention Clarence Van Corbach
1400 Highland Avenue
Manhattan Beach, CA 90266-4795

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MANHATTAN BEACH on January 18th, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

LOS ANGELES COUNTY
acting on behalf of the Los Angeles
County Flood Control District

By _____

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

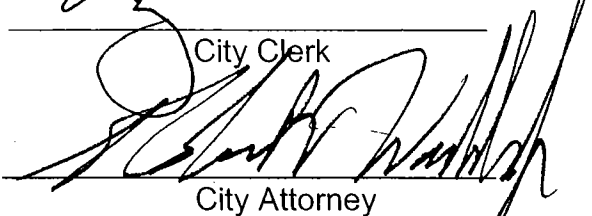
By 
Deputy

CITY OF MANHATTAN BEACH

By 
City Manager

ATTEST:

By: 
City Clerk

By 
City Attorney

STORM DRAIN GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF RANCHO PALOS VERDES, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 89 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 89 CITY-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$245,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$75,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when

necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location map showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertisement of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$245,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location map and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location map and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.
- e. TRASH EXCLUDERS, as referred to in this AGREEMENT, shall consist of any device placed at the opening of a catch basin along the curb, which partially blocks the opening to prevent most trash from entering the storm drain system.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDERS suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easements that are necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. To be and to remain responsible for the operation and maintenance of CITY-owned catch basins before, during, and after construction of PROJECT.
- h. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, to accept ownership of TRASH EXCLUDERS in CITY-owned catch basins and to operate and maintain TRASH EXCLUDERS in CITY-owned catch basins, including all associated costs and liabilities, in perpetuity. CITY'S operation and maintenance shall include, without limitation, the following:
 - i. Routinely inspect and repair TRASH EXCLUDERS in CITY-owned catch basins to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS in CITY-owned catch basins with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging in CITY-owned catch basins, especially during storms.
- i. To authorize and direct the City Engineer and/or Director of Public Works to sign the attached acceptance form, Exhibit A.

- j. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- k. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of items that would be excluded from storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$245,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location map and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY'S inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32386 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of May 5, 1978, and currently in effect, are inapplicable to this AGREEMENT.
- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Les Evans
City Manager
City of Rancho Palos Verdes
Attention Elizabeth Gonzalez
30940 Hawthorne Boulevard
Ranch Palos Verdes, CA 90275

DISTRICT:

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF RANCHO PALOS VERDES on December 19, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

LOS ANGELES COUNTY
acting on behalf of the Los Angeles
County Flood Control District

By _____

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF RANCHO PALOS VERDES

By  _____
Mayor

ATTEST:

By:  _____
City Clerk

By  _____
City Attorney

ACCEPTANCE OF TRASH EXCLUDERS

PROJECT NAME (see attached location maps)	SANTA MONICA BAY TRASH EXCLUDERS PROJECT
PROJECT DESCRIPTION	INSTALLATION OF TRASH EXCLUDERS AT SELECTED CATCH BASINS WITHIN THE CITY
CITY'S NAME	RANCHO PALOS VERDES

Your signature on this form certifies that the above project was constructed to the satisfaction of your City. It also certifies that your City has accepted full responsibility to own, maintain, and operate the Trash Excluders installed on selected City-owned catch basins under the above mentioned project. Ownership, operation, and maintenance of these trash excluders includes but is not limited to the following:

- Routinely inspect and repair trash excluders to ensure that they are functioning properly.
- Replace any damaged or misplaced parts of trash excluders with parts equivalent to those specified in the design specifications.
- Patrol and relieve plugging, especially during storms.
- Future replacement, if the City deems it is necessary, and all costs associated in doing so.

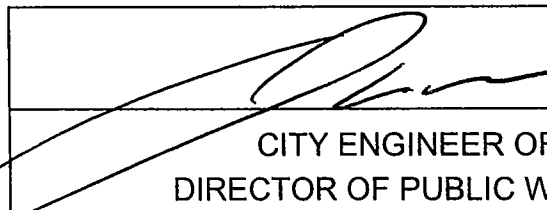
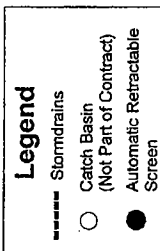
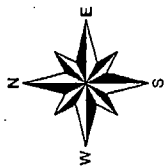
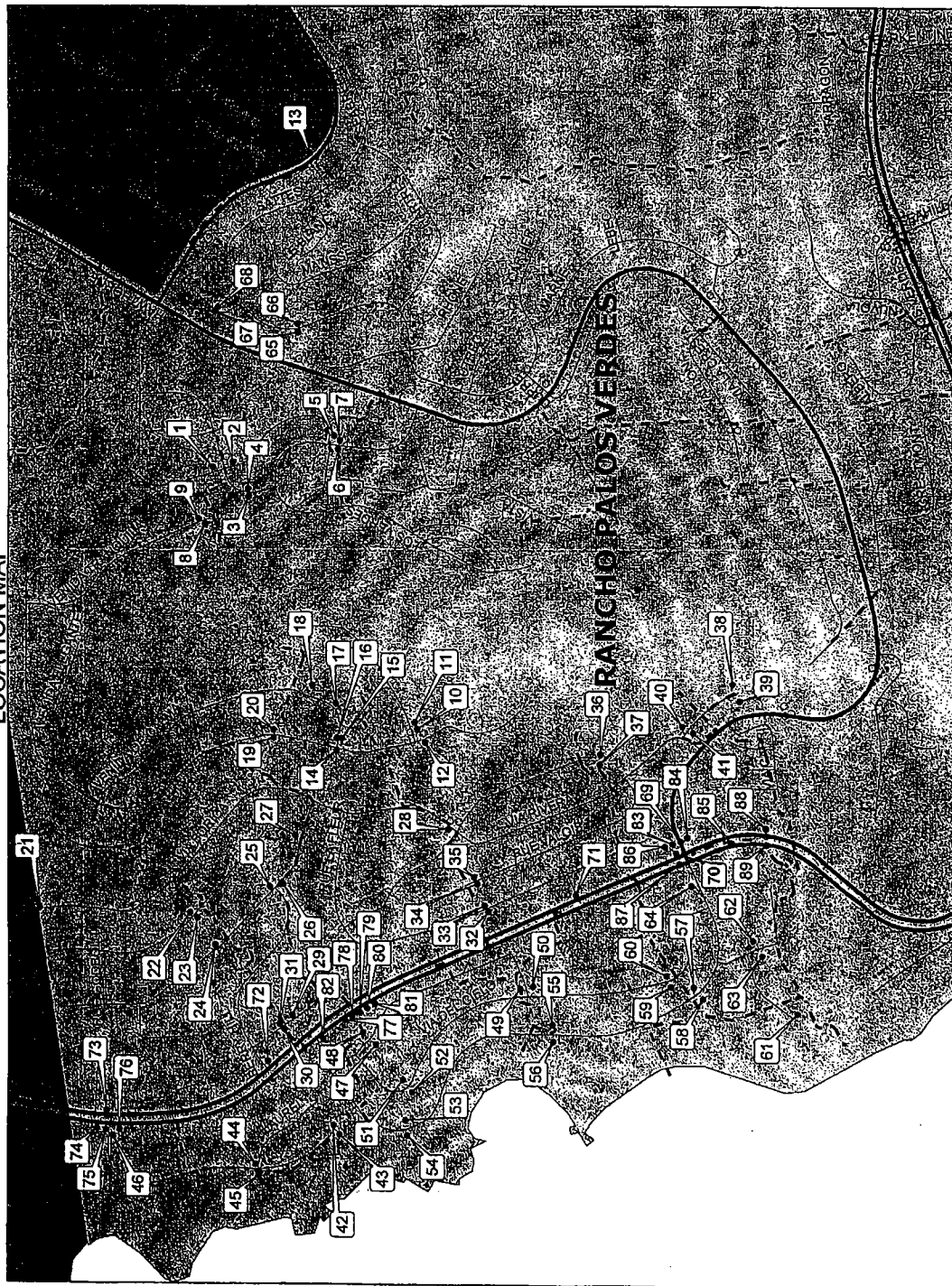
	1104/07
CITY ENGINEER OR DIRECTOR OF PUBLIC WORKS	DATE

Exhibit B

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS PRIORITY A AND B CATCH BASIN RETROFIT IN CITIES TRIBUTARY TO THE SANTA MONICA BAY PROJECT I.D. FCC0001003 RANCHO PALOS VERDES LOCATION MAP



APPROXIMATE TO PAGE: 822



RESOLUTION NO. 2006-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES AUTHORIZING EXECUTION OF AN AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

WHEREAS, the City of Rancho Palos Verdes (CITY) desires to reduce the amount of trash entering storm drains within CITY by having the Los Angeles County Flood Control District (DISTRICT) install eighty-nine (89) trash excluders, in approximately eighty-nine (89) catch basins located within CITY, to keep trash from entering the catch basins; and

WHEREAS, the DISTRICT has obtained grant funding on a reimbursement basis under the Proposition – 50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, for the procurement and installation of Trash Excluders in the CITY; and

WHEREAS, the District is willing to finance Construction Contract Costs (\$245,000) and Construction Administration Costs (\$75,000) at no cost to the CITY;

BE IT, THEREFORE, RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES:

The CITY agrees to the terms and conditions set forth in the STORM DRAIN GRANT AGREEMENT and authorizes execution of the STORM DRAIN GRANT AGREEMENT by the appropriate CITY representatives.

PASSED, APPROVED, and ADOPTED this 19th day of December 2006.

/s/ Thomas D. Long
Mayor

Attest:

/s/Carolynn Petru
City Clerk

State of California)
County of Los Angeles)ss
City of Rancho Palos Verdes)

I, Carolynn Petru, City Clerk of the City of Rancho Palos Verdes, hereby certify that the above Resolution No. 2006-95 was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on December 19, 2006.

Carolynn Petru
City Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA MONICA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 141 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 141 CITY-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$390,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$120,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when

2. 110 1100

necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$390,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDER suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. To be and to remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT which includes but is not limited to, patrol and relieve plugging, especially during storms.
- h. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not

limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$390,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector

to the contractor or any other person in charge of construction shall prevail and be final.

- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 33586 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of November 16, 1978, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- //*

Mr. Craig Perkins
Director of Environmental and Public Works Management
City of Santa Monica
Attention Neal Shapiro
1685 Main Street
Santa Monica, CA 90401-3295

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SANTA MONICA on October 10, 2006, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

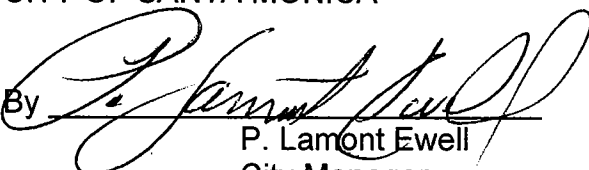
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

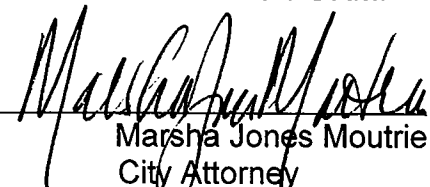
CITY OF SANTA MONICA

By  _____
P. Lamont Ewell
City Manager

ATTEST:

By:  _____
Maria Stewart
City Clerk

APPROVED AS TO FORM:

By  _____
Marsha Jones Moutrie
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WEST HOLLYWOOD, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY), and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 52 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 10 CITY-owned catch basins and approximately 42 DISTRICT-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$130,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$40,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS in CITY-owned catch basins and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly

and to relieve plugging when necessary); maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, DISTRICT is willing to be responsible for TRASH EXCLUDERS in DISTRICT-owned catch basins and be responsible for the operation, maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, CITY is willing to patrol DISTRICT-owned TRASH EXCLUDERS, especially during storms, to make sure they are functioning properly and to relieve plugging when necessary; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location map showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertisement of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$130,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location map and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location map and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

- e. TRASH EXCLUDERS, as referred to in this AGREEMENT, shall consist of any device placed at the opening of a catch basin along the curb, which partially blocks the opening to prevent most trash from entering the storm drain system.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDERS suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easements that are necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To be and to remain responsible for the operation and maintenance of CITY-owned catch basins before, during, and after construction of PROJECT.
- g. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, to accept ownership of TRASH EXCLUDERS in CITY-owned catch basins and to operate and maintain TRASH EXCLUDERS in CITY-owned catch basins, including all associated costs and liabilities in perpetuity. CITY'S operation and maintenance shall include, without limitation, the following:
 - i. Routinely inspect and repair TRASH EXCLUDERS in CITY-owned catch basins to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS in CITY-owned catch basins with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging in CITY-owned catch basins, especially during storms.

- h. To routinely inspect and repair TRASH EXCLUDERS in DISTRICT-owned catch basins to ensure that they are functioning properly and to patrol and relieve plugging in District-owned catch basins during storms.
- i. To authorize and direct the City Engineer and/or Director of Public Works to sign the attached acceptance form, Exhibit A.
- j. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS in CITY-owned catch basins.
- k. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$130,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.
- f. To be and remain responsible for operation and maintenance of DISTRICT catch basin before, during, and after construction of PROJECT.
- g. To accept ownership of TRASH EXCLUDERS in DISTRICT-owned catch basins and responsibility for operation and maintenance of TRASH EXCLUDERS in DISTRICT-owned catch basins, including all associated costs and liabilities in perpetuity. DISTRICT'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS in DISTRICT-owned catch basins to ensure that they are functioning properly.

- ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS in DISTRICT-owned catch basins with parts equivalent to those specified in the design specifications.
- h. To indemnify, defend, and hold harmless CITY, their agents, officers, and employees, from and against any and all liability and expense arising from any active negligence of DISTRICT, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters. Location Map is included in this Agreement as Exhibit B.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location map and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 49123 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of

November 29, 1984, and currently in effect, are inapplicable to this AGREEMENT.

- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Ms. Sharon Perlstein
City Engineer
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314

DISTRICT:

Mr. Donald L. Wolfe
Chief Engineer
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WEST HOLLYWOOD on 1/3/12/12/06 ~~2007~~, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on 1/3, 2006.

LOS ANGELES COUNTY
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

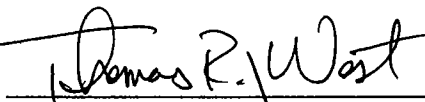
RAYMOND G. FORTNER, JR.
County Counsel

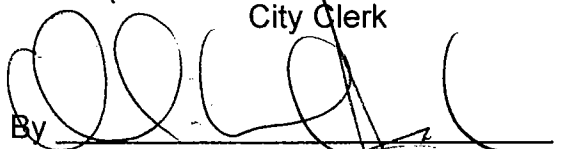
By 
Deputy

CITY OF WEST HOLLYWOOD

By 
Mayor

ATTEST:

By: 
City Clerk

By 
City Attorney

ACCEPTANCE OF TRASH EXCLUDERS

PROJECT NAME (see attached location maps)	SANTA MONICA BAY TRASH EXCLUDERS PROJECT
PROJECT DESCRIPTION	INSTALLATION OF TRASH EXCLUDERS AT SELECTED CATCH BASINS WITHIN THE CITY
CITY'S NAME	CITY OF WEST HOLLYWOOD

Your signature on this form certifies that the above project was constructed to the satisfaction of your City. It also certifies that your City has accepted full responsibility to own, maintain, and operate the Trash Excluders installed on City-owned catch basins, under the above mentioned project. Ownership, operation, and maintenance of these Trash Excluders includes but is not limited to the following:

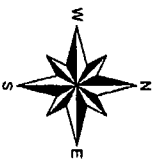
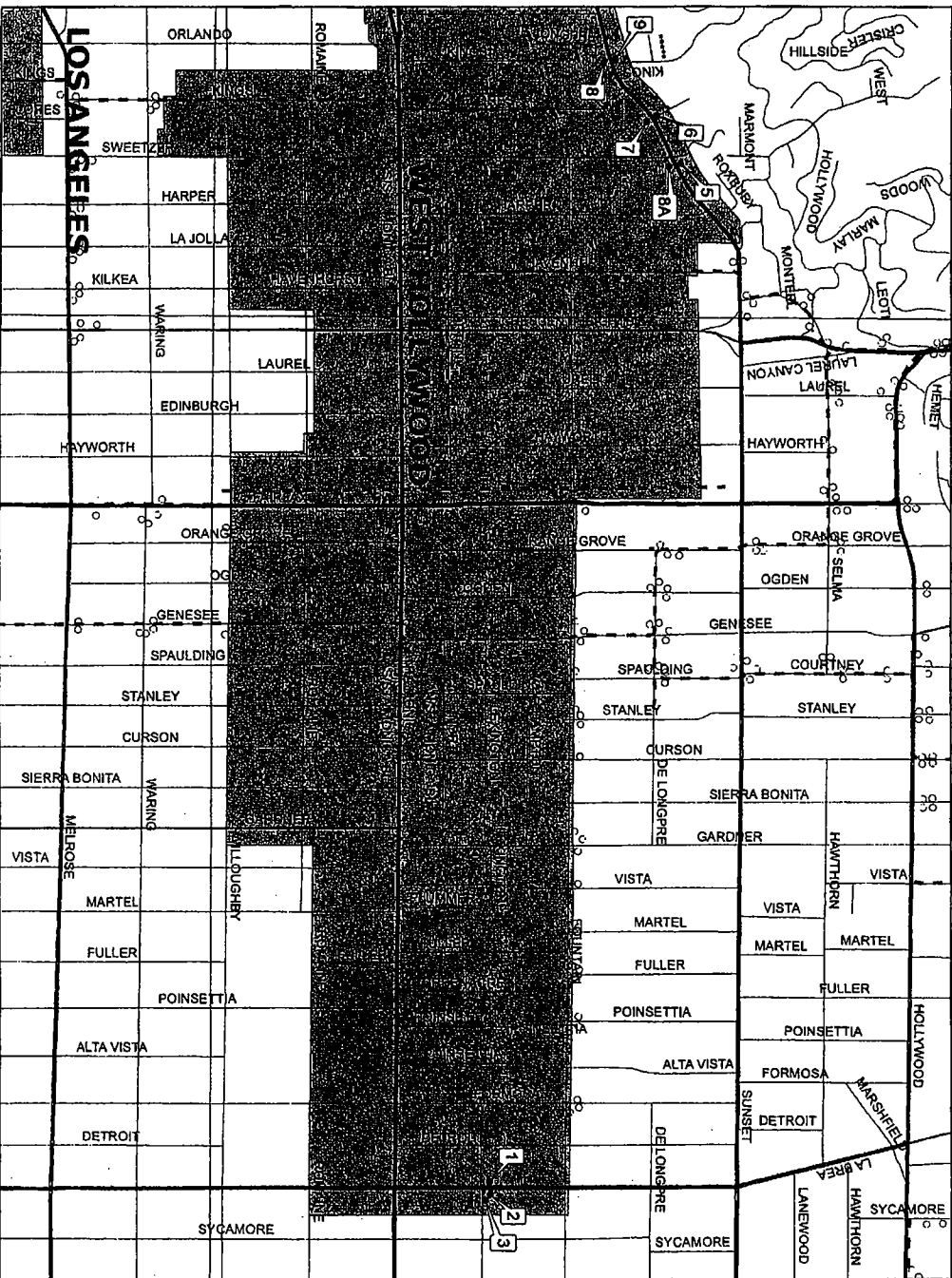
- Routinely inspect and repair trash excluders to ensure that they are functioning properly.
- Replace any damaged or misplaced parts of trash excluders with parts equivalent to those specified in the design specifications.
- Patrol and relieve plugging, especially during storms.
- Future replacement, if the City deems it is necessary, and all costs associated in doing so.

CITY ENGINEER OR DIRECTOR OF PUBLIC WORKS	DATE

Exhibit B

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS PRIORITY A AND B CATCH BASIN RETROFIT IN CITIES TRIBUTARY TO THE SANTA MONICA BAY PROJECT I.D. FCC0001003 WEST HOLLYWOOD

LOCATION MAP



Legend

- Stormdrains
- Catch Basin (Not Part of Contract)
- Automatic Retractable Screen

Exhibit B

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS PRIORITY A AND B CATCH BASIN RETROFIT IN CITIES TRIBUTARY TO THE SANTA MONICA BAY PROJECT I.D. FCC0001003 WEST HOLLYWOOD

